

INDEX TO VOLUME 99 OF THE COMMERCIAL LAW JOURNAL

Page Guide

Spring	1-156
Summer	157-300
Fall	301-400
Winter	401-522

ARTICLES

Banking Law

Spousal Defenses Based in Equal Credit Laws, <i>Richard J. Wirth and Jonathan B. Alter</i>	93
Whole Loan Repurchase Agreements: An Assessment of Investment Transaction Risks in Light of Continuing Legal Uncertainty, <i>Michael A. Spielman</i>	476

Bankruptcy Law

Absolute Priority and the New Value Exception: A Practitioner's Primer, <i>Charles R. Sterbach</i>	176
Basic Issues and Alternatives Facing Litigators When Bankruptcy Interrupts the Litigation Process, <i>David S. Kupetz</i>	401
The Discharge of an Innocent Partner, <i>Thomas J. Cunningham</i>	157
Escape from the Black Hole: Post-Deadline Pre-Discharge Discovery of Grounds for Denial of Discharge, <i>Kevin P. Dempsey</i>	317

INDEX TO VOLUME 99 OF THE COMMERCIAL LAW JOURNAL

Page Guide

Spring	1-156
Summer	157-300
Fall	301-400
Winter	401-522

ARTICLES

Banking Law

Spousal Defenses Based in Equal Credit Laws, <i>Richard J. Wirth and Jonathan B. Alter</i>	93
Whole Loan Repurchase Agreements: An Assessment of Investment Transaction Risks in Light of Continuing Legal Uncertainty, <i>Michael A. Spielman</i>	476

Bankruptcy Law

Absolute Priority and the New Value Exception: A Practitioner's Primer, <i>Charles R. Sterbach</i>	176
Basic Issues and Alternatives Facing Litigators When Bankruptcy Interrupts the Litigation Process, <i>David S. Kupetz</i>	401
The Discharge of an Innocent Partner, <i>Thomas J. Cunningham</i>	157
Escape from the Black Hole: Post-Deadline Pre-Discharge Discovery of Grounds for Denial of Discharge, <i>Kevin P. Dempsey</i>	317

Intellectual Property Licenses and Bankruptcy—Has the IPLBA Thawed the "Chilling Effects" of <i>Lubrizol v.</i> Richmond Metal Finishers?, <i>Patrick Law</i>	261
The Interplay Between Bankruptcy and Divorce: Which Former Spouse Deserves the Fresh Start?, <i>Suzanne E. Doherty</i>	192
Section 521(2) of the Bankruptcy Code: The Creditor's Predicament in Getting Paid as Agreed, <i>Jim D. Pappas</i>	45
Some Bankruptcy Stay Metes and Bounds, <i>John C. Chobot</i>	301
Spousal Defenses Based in Equal Credit Laws, <i>Richard J. Wirth and Jonathan B. Alter</i>	93
Standing Under Section 506(c) of the Bankruptcy Code Reexamined, <i>Jeremy Galton and Francis J. McGovern, Jr.</i>	464

Business Law

The Brooke Decision: The Supreme Court Revisits Predatory Pricing, <i>Mark I. Schwartz</i>	276
The Competitive Market Model of Contracts, <i>Howard Gensler</i>	384

Divorce Law

The Interplay Between Bankruptcy and Divorce: Which Former Spouse Deserves the Fresh Start?, <i>Suzanne E. Doherty</i>	192
--	-----

Ethics Law

The Discharge of an Innocent Partner, <i>Thomas J. Cunningham</i>	157
--	-----

Fair Debt Collection Practices Act

The Unyielding Miranda Requirement of the Fair Debt
Collection Practices Act: Strict Textualism or Statutory
Myopia?,
Anthony Pecora

231

Intellectual Property Law

Intellectual Property Licenses and Bankruptcy—Has the
IPLBA Thawed the "Chilling Effects" of *Lubrizol v.*
Richmond Metal Finishers?,
Patrick Law

Managing Intellectual Property—An International Capital
Asset,
Arthur Wineburg and Edmund H. Mantell

261

366

International Law

The Competitive Market Model of Contracts,
Howard Gensler

Reliance Damages Stemming from Breach of Contract: Further
Reflections and the Israeli Experience,
Miguel Deutch

The Use of Factoring in International Commercial Transactions
and the Need for Legal Uniformity as Applied to Factoring
Transactions between the United States and Japan,
William C. Philbrick

384

446

141

Product Liability

The Government Contractor's Defense to Product Liability
Claims,
William C. Buckhold and Lisa D. Goekjian

One Last Attempt at Liability for "Vice" Products: A Different
Ending to the "Willie Story" Story?,
Wayne J. Carroll

64

108

Uniform Commercial Code

A Modest Proposal Regarding the Enforceability of "As Is" Disclaimers of Implied Warranties: What the Buyer Doesn't Know Shouldn't Hurt Him, <i>R. J. Robertson, Jr.</i>	1
Uniform Commercial Code: Should the "Last Event" Test be Replaced? If Yes, Why and How? <i>Norman Kominsky</i>	334

AUTHORS

<i>Alter, Jonathan B.</i> , Spousal Defenses Based in Equal Credit Laws	93
<i>Buckhold, William C.</i> , The Government Contractor's Defense to Product Liability Claims	64
<i>Carroll, Wayne J.</i> , One Last Attempt at Liability for "Vice" Products: A Different Ending to the "Willie Story" Story?	108
<i>Chobot, John C.</i> , Some Bankruptcy Stay Metes and Bounds	301
<i>Cunningham, Thomas J.</i> , The Discharge of an Innocent Partner	157
<i>Dempsey, Kevin P.</i> , Escape from the Black Hole: Post-Deadline Pre-Discharge Discovery of Grounds for Denial of Discharge	317
<i>Deutch, Miguel</i> , Reliance Damages Stemming from Breach of Contract: Further Reflections and the Israeli Experience	446
<i>Doherty, Suzanne E.</i> , The Interplay Between Bankruptcy and Divorce: Which Former Spouse Deserves the Fresh Start?	192
<i>Galton, Jeremy</i> , Standing Under Section 506(c) of the Bankruptcy Code Reexamined	464
<i>Gensler, Howard</i> , The Competitive Market Model of Contracts	384
<i>Goekjian, Lisa D.</i> , The Government Contractor's Defense to Product Liability Claims	64
<i>Kominsky, Norman</i> , Uniform Commercial Code: Should the "Last Event" Test Be Replaced? If Yes, Why and How?	334
<i>Kupetz, David S.</i> , Basic Issues and Alternatives Facing Litigators When Bankruptcy Interrupts the Litigation Process	401
<i>Law, Patrick</i> , Intellectual Property Licenses and Bankruptcy—Has the IPLBA Thawed the "Chilling Effects" of <i>Lubrizol v. Richmond Metal Finishers</i> ?	261
<i>Mantell, Edmund H.</i> , Managing Intellectual Property—An International Capital Asset	366

<i>McGovern, Jr., Francis J.</i> , Standing Under Section 506(c) of the Bankruptcy Code Reexamined	464
<i>Pappas, Jim D.</i> , Section 521(2) of the Bankruptcy Code: The Creditor's Predicament in Getting Paid as Agreed	45
<i>Pecora, Anthony P.</i> , The Unyielding Miranda Requirement of the Fair Debt Collection Practices Act: Strict Textualism or Statutory Myopia?	231
<i>Philbrick, William C.</i> , The Use of Factoring in International Commercial Transactions and the Need for Legal Uniformity as Applied to Factoring Transactions Between the United States and Japan	141
<i>Robertson, Jr., R.J.</i> , A Modest Proposal Regarding the Enforceability of "As Is" Disclaimers of Implied Warranties: What the Buyer Doesn't Know Shouldn't Hurt Him	1
<i>Schwartz, Mark I.</i> , The Brooke Decision: The Supreme Court Revists Predatory Pricing	276
<i>Spielman, Michael A.</i> , Whole Loan Repurchase Agreements: An Assessment of Investment Transaction Risks in Light of Continuing Legal Uncertainty	476
<i>Sterbach, Charles R.</i> , Absolute Priority and the New Value Exception: A Practitioner's Primer	176
<i>Wineburg, Arthur</i> , Managing Intellectual Property—An International Capital Asset	366
<i>Wirth, Richard J.</i> , Spousal Defenses Based in Equal Credit Laws	93

